
State: District of Columbia **First Filing Company:** Executive Risk Indemnity Inc., ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: ForeFront Portfolio - Not For Profit Organizations
Project Name/Number: SORORITY ALLIANCE - FFP-NFP 3/19-PR-2017650

Filing at a Glance

Companies: Executive Risk Indemnity Inc.
Federal Insurance Company

Product Name: ForeFront Portfolio - Not For Profit Organizations

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 11/12/2019

SERFF Tr Num: ACEH-132151499

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 19-PR-2017650

Effective Date: On Approval

Requested (New):

Effective Date: On Approval

Requested (Renewal):

Author(s): Debra Rodgers, Cheryl Oberman

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Executive Risk Indemnity Inc., ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
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General Information

Project Name: SORORITY ALLIANCE - FFP-NFP 3
Project Number: 19-PR-2017650

Status of Filing in Domicile: Pending
Domicile Status Comments: IN(F) is pending approval.
DE(ERII) not being filed in DE.

Reference Organization:
Reference Title:
Filing Status Changed: 11/12/2019

Reference Number:
Advisory Org. Circular:

State Status Changed:
Created By: Debra Rodgers
Corresponding Filing Tracking Number:

Deemer Date:
Submitted By: Debra Rodgers

Filing Description:

Enclosed for filing are new optional endorsements to be used with our ForeFront Portfolio - Not For Profit Organizations Program.

Company and Contact

Filing Contact Information

Cheryl Oberman, Product Analyst
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coberman@chubb.com
908-572-4649 [Phone]

Filing Company Information

Executive Risk Indemnity Inc.
C/O The CT Corporation System
1209 Orange Street
Wilmington, DE 19801- 1120
(908) 572-2000 ext. [Phone]

CoCode: 35181
Group Code: 626
Group Name: Chubb
FEIN Number: 13-2912259

State of Domicile: Delaware
Company Type: Stock
State ID Number:

Federal Insurance Company
One American Square
202 N. Illinois St.
Suite 2600
Indianapolis, IN 46282
(908) 572-2000 ext. [Phone]

CoCode: 20281
Group Code: 626
Group Name: Chubb
FEIN Number: 13-1963496

State of Domicile: Indiana
Company Type: Stock
State ID Number:

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	ForeFront Portfolio - Not For Profit Organizations		
Project Name/Number:	SORORITY ALLIANCE - FFP-NFP 3/19-PR-2017650		

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		SEPARATE DEFENSE COSTS LIMIT ENDORSEMENT	14-02-17241	(10/2010)	END	New		0.000	14-02-17241.pdf
2		AMEND WAGE AND HOUR EXCLUSION ENDORSEMENT (WITH SUBLIMIT FOR DEFENSE COSTS)	FL-23334	(06/2018)	END	New		0.000	FL-233334.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SEPARATE DEFENSE COSTS LIMIT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Subparagraph (a)(iii) of Subsection 5, Limits of Liability, of these General Terms and Conditions is amended to read in its entirety as follows:
 - (iii)
 - (A) Except as otherwise expressly provided in any **Liability Coverage Section** and subject to subparagraph (B) below, **Defense Costs** are part of and not in addition to the Limits of Liability set forth in Item 2 of the Declarations of each applicable **Liability Coverage Section**, and payment by the **Company** of **Defense Costs** shall reduce and may exhaust such Limits of Liability.
 - (B) One single additional limit of liability applicable only to **Defense Costs** (a "Separate Defense Costs Limit") shall be provided for the Directors & Officers Liability and Entity Liability Coverage Section and the Employment Practices Liability Coverage Section (the "D&O and EPL Coverage Sections"). The amount of the Separate Defense Costs Limit shall be <LIMITWRITTEN> (<LIMITPRIMPOLICY>), and the Separate Defense Costs Limit shall be in addition to, and not part of, any otherwise applicable Maximum Limit of Liability (for all **Claims** each **Policy Year**) set forth in Item 2 of the Declarations of the D&O and EPL Coverage Sections. If a Combined Maximum Aggregate Limit of Liability has been elected as indicated in Item 3 of the Declarations of these General Terms and Conditions, the Separate Defense Costs Limit shall be in addition to, and not part of, such Combined Maximum Aggregate Limit of Liability. The Separate Defense Costs Limit is a single amount applicable to D&O and EPL Coverage Sections and payment of **Defense Costs** by the Company under either of the D&O and EPL Coverage Sections therefore reduces, and may exhaust, the amount of the Separate Defense Costs Limit available for payment of **Defense Costs** under both of the D&O and EPL Coverage Sections. Payment of **Defense Costs** by the Company shall first reduce the Separate Defense Costs Limit, and, if the Separate Defense Costs Limit is exhausted, any further payment of **Defense Costs** by the Company under the same or any other D&O and EPL Coverage Section shall thereafter reduce, and may exhaust, the Limit of Liability set forth in Item 2 of the Declarations of such D&O and EPL Coverage Sections (and shall also reduce, and may exhaust, the Combined Maximum Aggregate Limit of Liability (if elected)

applicable to such D&O and EPL Coverage Section). The Company shall under no circumstances be obligated to pay **Defense Costs** or other **Loss** under any D&O and EPL Coverage Section after the Maximum Limit of Liability (for all **Claims** each **Policy Year**) shown in Item 2 of the Declarations of such D&O and EPL Coverage Section is exhausted; and, if a Combined Maximum Aggregate Limit of Liability has been elected, the Company shall under no circumstances be obligated to pay **Defense Costs** or other **Loss** under any D&O and EPL Coverage Section to which such Combined Maximum Aggregate Limit of Liability applies after such Combined Maximum Aggregate Limit of Liability is exhausted.

- (2) Nothing in paragraph (1) of this endorsement shall be construed to suggest that the **Insureds** have purchased the "Defense Outside the Limits of Liability Option" with respect to any D&O and EPL Coverage Section. However, the fact that the **Insureds** have not purchased the Defense Outside the Limits of Liability Option (as reflected in Item 5 of the Declarations of the applicable D&O and EPL Coverage Sections of this policy) does not negate the Separate Defense Costs Limit granted pursuant to paragraph (1) of this endorsement.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND WAGE AND HOUR EXCLUSION ENDORSEMENT (WITH SUBLIMIT FOR DEFENSE COSTS)

In consideration of the premium charged, it is agreed that this Coverage Section is amended as follows:

- (1) The Insuring Clauses Subsection, is amended to add the following Insuring Clause:

Wage and Hour Violation Defense Costs Coverage

The Company shall pay **Defense Costs** on behalf of the **Insureds** resulting from any "Wage and Hour Claim" (as defined below) first made against such **Insureds** during the **Policy Period**, or any applicable Extended Reporting Period, for any "Wage and Hour Violation" (as defined below) committed or allegedly committed prior to the end of the **Policy Period**; provided, that the Company's maximum aggregate limit of liability for any such **Defense Costs** resulting from all Wage and Hour Claims shall be \$100,000 (hereinafter "Wage and Hour Defense Costs Sublimit"), which amount shall be part of and not in addition to the Company's maximum aggregate Limit of Liability set forth in Item 2 of the Declarations for this Coverage Section; and provided further, that the Company's maximum aggregate limit of liability for any such **Defense Costs** resulting from a "CA Wage and Hour Claim" (as defined below) shall be \$50,000, which amount shall be part of and not in addition to the Wage and Hour Defense Costs Sublimit set forth above.

- (2) No coverage will be available under this Coverage Section for **Defense Costs** resulting from any Wage and Hour Claim for a Wage and Hour Violation of which any <TITLES> of the **Organization** had knowledge prior to <DATE>.

- (3) Exclusion (e) of Subsection 4, Exclusions, is deleted and replaced with the following:

(e) for any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including but not limited to the Fair Labor Standards Act) or amendments to or regulations promulgated under any such law that governs wage, hour and payroll policies and practices, except the Equal Pay Act ("Wage and Hour Laws"), including but not limited to:

- (i) the calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay or other compensation alleged to be due and owing;
- (ii) the classification of any organization or person for wage and hour purposes;
- (iii) garnishments, withholdings or other deductions from wages;
- (iv) child labor;

- (v) pay equity or comparable worth; or
- (vi) any similar policies or practices;

provided, however, this Exclusion 4(e) shall not apply to:

- (a) **Defense Costs**, afforded pursuant to the Wage and Hour Violation Defense Costs Coverage Insuring Clause as set forth in paragraph (1) of this endorsement; or
- (b) any **Employment Claim for Retaliation**.

- (4) Subsection 4, Extended Reporting Period, of the General Terms and Conditions Section, is amended to add the following paragraph:

If the Extended Reporting Period is purchased, then coverage otherwise afforded by the Wage and Hour Violation Defense Costs Coverage Insuring Clause as set forth in paragraph (1) of this endorsement will be extended to apply to **Defense Costs** resulting from any "Wage and Hour Claim" (as defined below) first made during such Extended Reporting Period but only for Wage and Hour Violations committed or allegedly committed prior to the end of the **Policy Period** or the date of any conversion of coverage described in Subsection 9, 10 or 11, Changes in Exposure, of these General Terms and Conditions, whichever is earlier. The limit of liability for any such **Defense Costs** for the Extended Reporting Period shall be part of and not in addition to the applicable Wage and Hour Defense Costs Sublimit.

- (5) The Retention amount set forth in Item 3, Retention, of the Declarations for this Coverage Section applicable to Insuring Clause 1, shall also be the Retention amount applicable to the Wage and Hour Violation Defense Costs Coverage.

- (6) For purposes of this endorsement, the following terms shall apply:

"CA Wage and Hour Claim" means any Wage and Hour Claim: (A) which is brought or made in California; or (B) alleging, based upon, arising from, directly or indirectly resulting from, in consequence of or in any way involving any violation of California state or local law.

"Wage and Hour Claim" means:

- (1) any of the following:

- (a) a written demand for monetary damages or non-monetary relief;
- (b) a civil proceeding commenced by the service of a complaint or similar pleading;
- (c) an arbitration proceeding; or
- (d) a formal administrative or regulatory proceeding or tribunal proceeding, commenced by the filing of a notice of charges, formal investigative order or similar document;

which is brought and maintained by or on behalf of any past, present or prospective employee, volunteer or **Independent Contractor** of the **Organization** against any **Insured** for a Wage and Hour Violation, including any appeal therefrom; or

- (2) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential Wage and Hour Claim as described in paragraph (1) above.

Wage and Hour Claim shall not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

“Wage and Hour Violation” means an actual or alleged violation of the responsibilities, obligations or duties imposed by any Wage and Hour Laws.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	ForeFront Portfolio - Not For Profit Organizations		
Project Name/Number:	SORORITY ALLIANCE - FFP-NFP 3/19-PR-2017650		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	Forms Explanatory Memorandum 2 forms.pdf
Item Status:	
Status Date:	



FORM EXPLANATORY MEMORANDUM

Product Name: FOREFRONT NOT-FOR-PROFIT ORGANIZATIONS
Policy Form Number: See Chart
Filing/Pipeline Number: 19-PR-2017650

Form Number	Edition Date	New/ Revised	Form Name/Title	Coverage Part/#	Usage Rules	Mandatory / Optional	Broaden , Restrict or Clarify	Rate / Premium Impact? (Y/N)
14-02-17241	10/2010	New	SEPARATE DEFENSE COSTS LIMIT ENDORSEMENT	GTC 14-02-10190 C33777	Establishes Separate Defense Costs limits for D&O and EPL Coverage Sections. SDL option is addressed in the filed and approved rating plan.	Optional	Broadens	Y
FL-233334	6/2018	New	AMEND WAGE AND HOUR EXCLUSION ENDORSEMENT	EPL 14-02-10102 C33779	Adds Insuring Clause for Wage and Hour Violation Defense Costs with Prior Knowledge Exclusion. Rating addressed in filed and approved rate plan.	Optional	Broadens	Y

Please be advised that we are working to add the forms to our internal rating and policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.